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The weight of authority sustaining this proposition, then obviously the primary question is whether or not there was any duty of the landowner to fence against trespassing cattle. If so, and there is a breach of this duty, the court may inquire whether or not the landowner has been negligent with respect to the condition in which he has left the premises. At common law there was no duty to fence against cattle. WATERMAN, TRESPASS, § 872. But this doctrine has been changed in some states by statute.

WILLS—EXECUTION—"SIGNING AT THE END."—The testator wrote a holographic will ending the last line thereof on the bottom line of a sheet of legal cap paper. He then turned the paper and signed his name on the left hand marginal line, beginning at the bottom and proceeding towards the top, the signature extending about half the length of the paper. Between the tops of the letters of the signature and the left hand margin of the paper there was a space of about one-half inch. The court held that in view of the small space left there was but very little opportunity for interlineation and that it was a valid execution. Graham v. Edwards, (Ky. 1915) 173 S. W. 127.

There is no other decision involving a will executed in the identical manner that this was. However the will involved in Goods of Collins, 3 Ir. L. R. 241, comes very close. There the signature was in the left hand margin beginning at the top of the page and continuing towards the bottom, leaving a small space between the tops of the letters of the signature and the left hand marginal line; this was held to be a good execution. The court in the principal case erroneously say that the will there involved is identical with the one involved in Goods of Collins, supra, overlooking the fact that the signatures in the former is diametrically opposite to that in the latter. There are two other cases in England which may be cited in support of the principal case. In Goods of Coombs, 1 L. R. Pro. & D. 301; in Goods of Wright, 4 Sw. & Tr. 35. In the former of these the will was written on the first and third pages of a sheet of foolscap, the signatures of the witnesses and testator being written crosswise of the second page. In the latter the will completely filled two pages and the testator's signature was written crosswise of the third page. In both the court held that the statute had been complied with and that the execution was good. The purpose of a statute requiring a signing at the end is to prevent fraud or unauthorized additions or alterations, 3 Mich. L. Rev. 650, 9 Mich. L. Rev. 342. This end is accomplished in the principal case, since the space between the tops of the letters of the signature and the left hand margin of the page is too small to allow the insertion of a clause which will have any effect on the will.